

**FY2016 Historic Martin Luther King Jr Avenue Commercial  
Corridor Grant**

**REQUEST FOR APPLICATIONS (RFA)**

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**Release Date of RFA:** Friday, February 19, 2016

**RFA ID #:** DMPED - HMLKCC - 25910

**Submission Deadline:** Friday, March 11, 2016 at 12pm

***Please note that all applications must be submitted electronically. Incomplete applications or those submitted after the deadline will not be accepted.***

**Submission Details:** Online submissions only. Please submit your complete application (including attachments) through the ZoomGrants portal on the website for the Office of the Deputy Mayor for Planning and Economic Development (DMPED): [www.dmped.dc.gov](http://www.dmped.dc.gov).

**Point of Contact:** LaToya Hampton, Grants Manager  
Phone: (202) 724-7648  
E-mail: [latoyia.hampton@dc.gov](mailto:latoyia.hampton@dc.gov)

**Availability of RFA:** Download from DMPED's website, [www.dmped.dc.gov](http://www.dmped.dc.gov),

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## **I. Introduction**

The Office of the Deputy Mayor for Planning and Economic Development (DMPED) invites the submission of applications for the Historic Martin Luther King Jr Avenue Commercial Corridor Grant from the Economic Development Special Account pursuant to DC Official Code §2-1225.21.

The purpose of the Historic Martin Luther King Jr Avenue Commercial Corridor Grant is to support predevelopment and project financing located within a commercial corridor . DMPED will award one grant at a maximum award of \$3,000,000.00. Grant funds will be support the activity for the construction and mixed use and community-based facility projects.

## **II. Eligible Funding Uses**

Funds can be used to pay for design and construction. Invoices or expenses paid prior to this date are ineligible. The use of funds includes, but is not limited to:

- Architectural and engineering
- Construction costs (hard and soft)
- development analysis
- due diligence services
- accounting fees
- environmental assessment
- finance consultants
- market studies
- soil testing
- tax credit consultants
- legal fees
- surveys

NOTE: Development consultant fees shall be limited to no more than 10% of the full predevelopment budget- unless requested exception is agreed upon by DMPED.

### **Ineligible Use of Funds**

Funds cannot be used to pay for the following items:

- Federal and District taxes
- any costs to satisfy liens and related penalties
- government impositions
- management fees
- property acquisition or lease
- organizational overhead
- food
- equipment
- organizational capacity building
- transportation
- debt service

DMPED reserves the right to review and approve or disapprove of fund uses.

### **III. Service Areas**

Grants are offered to qualified applicants located within the following commercial corridors:

- Martin Luther King Jr. Avenue

### **IV. Eligible Applicants**

- 501(c) (3) non-profit corporations.
- Joint ventures, partnerships, and limited liability arrangements with for-profit developers are permitted only if the non-profit developer has at least 51% management control of the project \*
- Be a registered business in Good Standing with the DC Department of Consumer and Regulatory Affairs (DCRA), the DC Office of Tax and Revenue (OTR), the DC Department of Employment Services (DOES), and the federal Internal Revenue Service (IRS).
- Provide proof of property and liability insurance (an insurance quote is permitted for new businesses) compliant with the requirements set forth in the grant application.
- Provide site control of the business property either through fee simple ownership or an executed contract or lease with the property owner with a minimum unexpired term of at least fifteen (15) years.

*\*The non-profit developer must materially participate in the development project by being involved in the operations of the development and the development process on a basis that is regular, continuous and substantial.*

### **V. Grant Disbursement**

DMPED will award one grant at a maximum award of \$3,000,000.00.

### **VI. Application Review & Awards**

To ensure fair assessment of grant applications, DMPED will convene a diverse review panel to evaluate eligible applications and submit recommendations for funding. The review panel will consist of neutral, qualified individuals selected for their knowledge of the District's community, their experiences in grant-making and program development, and their familiarity with funding priority areas set forth in this RFA. The panel members will review and score applications and submit recommendations for grant awards to the Deputy Mayor.

### **VII. Submission Guidelines**

All applications must be submitted via the ZoomGrants online application system. Please submit all attachments in PDF format.

Applications must be submitted electronically no later than **Friday, March 11, 2016 at 12pm**. All applications will be recorded upon receipt. Applications received after 12pm sharp on March 11, 2016 will not be considered or forwarded to the review panel for consideration. Unless requested by DMPED, any additions or deletions to an application will not be accepted after the specified deadline. DMPED is not responsible for unreadable, incomplete, and/or out of order submissions.

DMPED is not responsible for malfunctions on the ZoomGrants platform. DMPED advises prospective applicants to not upload documents using Dropbox or similar applications due to access issues. For assistance with completing an application, please contact a technical assistance provider as listed on the Zoomgrants website. Applicants who would like to request to use a computer at the DMPED office at 1015 Half Street, SE Suite 675 to complete their application should contact the Grants Manager, LaToyia Hampton, at (202) 724-7648.

#### **VIII. Contact Person**

LaToyia Hampton, Grants Manager  
Phone: (202) 724-7648  
Email: [latoyia.hampton@dc.gov](mailto:latoyia.hampton@dc.gov)

#### **IX. Terms and Conditions**

Funding for this grant is contingent on continued funding from the grantor. This RFA does not commit DMPED to make a grant award.

DMPED reserves the right to accept or deny any or all applications if DMPED determines it is in the best interest of DMPED to do so. DMPED shall notify the applicant if it rejects their application. DMPED reserves the right to suspend or terminate an outstanding RFA.

DMPED reserves the right to issue addenda and/or amendments subsequent to the issuance of this RFA, or to rescind this RFA.

DMPED shall not be liable for any costs incurred in the preparation of applications in response to this RFA. The applicant agrees that all costs incurred in developing the application for this grant are the applicant's sole responsibility.

DMPED may conduct pre-award on-site visits to verify information submitted in the application and to determine if the applicant's facilities are appropriate for the services intended.

DMPED may enter into negotiations with an applicant and adopt a firm funding amount or other revisions to the applicant's proposal that may result from these negotiations.

DMPED shall provide the citations to the statute and implementing regulations that authorize the grant or sub-grant; all applicable federal and District regulations, such as OMB Circulars A-102, A-133, 2 CFR 180, 2 CFR 225, 2 CFR 220, and 2 CFR 215 1 DCMR 50; payment provisions identifying how the grantee will be paid for performing under the grant agreement; reporting requirements, including programmatic, financial, and any special reports required by DMPED; and compliance conditions that must be met by the grantee. If there are any conflicts between the terms and conditions of this RFA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the applicant to ensure compliance.

## **X. Scoring Criteria**

Once an application has been screened for basic eligibility, projects will be evaluated on the following criteria:

- Active involvement of Ward 8 businesses in construction and/or programming
- Sit-down restaurant square footage, with a signed lease
- Adaptive reuse of historic building, with conceptual drawings approved by HPRB
- Ability to complete project no later than 1Q 2017
- Feasibility of timeline
- Financial Plan

Upon approval of an application by DMPED, DMPED will issue a grant agreement to the applicant explaining the terms and conditions of the grant. The grant agreement must be signed and returned within 10 days of the date of the grant agreement or the offer may be withdrawn. Upon full execution of the grant agreement and any associated documents, grant disbursement will begin.

## **XI. Certifications and Assurances**

A. *Insurance Requirements.* The applicant, when requested, must show proof of all insurance coverage required by law at the time of application submission. The applicant shall maintain general liability insurance, consistent with District law. The applicant is responsible for adhering to the insurance guidelines as defined by the District of Columbia Office of Contracting and Procurement (OCP).

1. GENERAL REQUIREMENTS. The grantee shall procure and maintain, during the entire period of performance under the grant agreement, the types of insurance specified below. The grantee shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer providing evidence of the required coverage prior to commencing performance under the grant agreement. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s)

have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia and have an A.M. Best Company rating of A-VIII or higher. The grantee shall require all of its sub-grantees to carry the same insurance required herein. The grantee shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event that the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The grantee shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

- a. Commercial General Liability Insurance. The grantee shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The grantee shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under the grant.
  - b. Automobile Liability Insurance. The grantee shall provide automobile liability insurance to cover all owned, hired, or non-owned motor vehicles used in conjunction with the work performed under the grant. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
  - c. Workers' Compensation Insurance. The grantee shall provide workers' compensation insurance in accordance with the statutory mandates of the District of Columbia.
  - d. Employer's Liability Insurance. The grantee shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
2. **DURATION**. The grantee shall carry all required insurance until all work performed under the grant is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under the grant.
  3. **LIABILITY**. These are the minimum insurance requirements established by the District of Columbia. **HOWEVER, THE MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE GRANTEE'S LIABILITY UNDER THE GRANT.**

4. **GRANTEE'S PROPERTY.** The grantee and sub-grantees are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
5. **MEASURE OF PAYMENT.** The District shall not make any separate measure of payment for the cost of insurance and bonds. The grantee shall include all of the costs of insurance and bonds in the grant price.
6. **NOTIFICATION.** The grantee shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled, or not renewed, and provide an updated Certificate of Insurance to the Contracting Officer.
7. **CERTIFICATES OF INSURANCE.** Prior to commencing any work under the grant, the grantee shall submit Certificates of Insurance providing evidence of the required coverage as specified above. The grantee shall submit evidence of insurance to:

Office of Contracts, Procurement and Grants  
Government of the District of Columbia  
Office of the Deputy Mayor for Planning and Economic Development  
1015 Half Street Suite 675  
Washington, DC 20003

- B. *Nondiscrimination in the Delivery of Services.* In accordance with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, no person shall on the grounds of race, color, religion, nationality, sex, or political opinion be denied the benefits of, or be subjected to discrimination under, any program activity receiving DMPED funds. The grantee shall comply with all of the applicable District and Federal statutes and regulations as may be amended from time to time including, but not limited to: • The Americans with Disabilities Act of 1990 • The Hatch Act, Chap. 314 • The Occupational Safety and Health Act of 1970 • Lobbying Disclosure Act • Drug Free Workplace Act of 1988; and • District of Columbia Human Rights Act of 1977 and DC Language Access Act of 2004.